

United CSD

Unifac EA

7/1/2005 6/30/2007

**Comprehensive Agreement  
Between  
United Community School District  
And The  
UNIFAC Education Association  
For The  
2005-07 Academic Years**

Updated March 13, 2006

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## **PREAMBLE**

**WHEREAS**, the Board of Directors of the United Community School District and the UNIFAC recognize that providing a quality education for the students of the United Community School District is their mutual desire; and

**WHEREAS**, the Employer and Association have agreed to negotiate in good faith; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in the Agreement,

It is agreed as follows:

## RECOGNITION

### A. Unit

The Board of Directors of the United Community School District, hereinafter referred to as the "Employer," recognizes that UNIFAC, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all professional full-time and regular part-time classroom teachers, Chapter I teacher, learning disabilities teachers, media specialists, and guidance counselors. To be excluded: superintendent, principal, associate principal, and all non-professional employees and all others excluded by Section 4 of the Act.

### B. Definitions

1. The term "Employer", as used in this agreement, shall mean the Board of Directors of the United Community School District or its duly authorized representatives.
2. The term "Employee", as used in this agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this agreement, shall mean the UNIFAC Education Association or its duly authorized representatives.

## ARTICLE I

### COMPLIANCE CLAUSES AND DURATION

#### A. Savings Clause

In the event that any provision of this Agreement shall become void or illegal during the time of this Agreement, such provision shall become inoperative, but all other provisions of the Agreement shall remain in force and effect for the duration of this Agreement.

#### B. Finality and Effect of Agreement

This Agreement constitutes the entire bargaining agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both the Employer and the Association, for the life of this Agreement waive any right which might exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

By mutual agreement of the parties, this Agreement may be amended or modified, and such amendments or modification shall become a part of this Agreement when signed and ratified by both parties and attached to this contract.

The provisions of this agreement providing they are legal and not in conflict with Federal or State Laws shall supersede any School Board Policy for the duration of this agreement.

#### C. Printing Agreement

Copies of this Agreement shall be printed and the expense will be covered by the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed.

#### D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

- 1) If notice is to be given by the Association to the Employer it shall notify the Employer at 1284 U Ave., Boone, Iowa 50036.
- 2) If the Employer is to give notice to the Association it shall do so in care of the President of the UNIFAC Education Association, 1284 U Ave., Boone, Iowa 50036. During the summer months, notices shall be sent to the President's summer address.

E. Duration Period

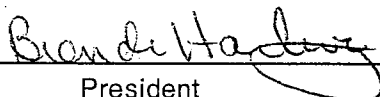
This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007 with the following exceptions. The duration of Schedule A and Article XV - Insurance shall be effective from September 1, 2006, and shall continue in effect through August 31, 2007.

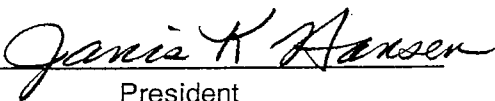
F. Signature Clause

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators and their signatures placed hereon all on the 13th day of March, 2006.

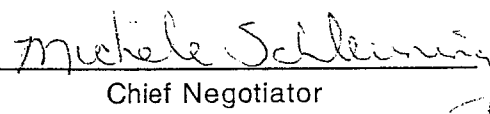
UNITED EDUCATION ASSOCIATION

BOARD OF DIRECTORS  
UNITED COMMUNITY SCHOOL DISTRICT

by   
President

by   
President

by   
Chief Negotiator

by   
Chief Negotiator

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions

1. **Grievance** - A grievance is a claim by an Employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. **Grievant** - The person or persons filing a grievance.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem, which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. **Time Limits** - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

#### 2. **Grievance Process**

- a. Every teacher shall have the right to present grievances in accordance with these procedures.
- b. The failure of a teacher or his/her representative to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or his/her representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher during the work day.
- d. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the limits set forth herein shall be reduced by mutual consent of all parties concerned.



3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with the principal or immediate supervisor, within ten (10) school days after the time of the occurrence of the event complained of, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Level One a grievance still exists, the grievant may invoke the formal grievance procedure through the Association on the form set forth in Schedule C. The grievance form shall be available from the Association representatives and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the receipt of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to the Level Three.

5. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the grievant and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

6. Level Four - Binding Arbitration

- a) If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the grievant and the Association shall meet within ten (10) school days of disposition of the grievance to discuss the merits of submitting the grievance to binding arbitration.
- b) If the Employee and Association determine that the grievance is meritorious it may submit the grievance to binding arbitration within five (5) school days.
- c) Within ten (10) school days after written notice to the Employer of submission to binding arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon the arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (Per Board) by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, the other party shall have one (1) additional school day to remove one of the remaining names. The person whose name remains shall be the arbitrator.

- d) The arbitrator so selected shall confer with the representatives of the Employer and the Association on contract matters only, and hold hearings promptly and shall issue the decision not later than fifteen (15) school days from the date of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions of an act prohibited by law or which is in violation of the terms or above the confines of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding unless the arbitrator has exceeded his/her authority according to law.
- e) The cost for the service of the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Employees to Representation

##### 1. Employee and Association

A grievant may be represented at all levels of the grievance procedure personally, or as an option, by a representative selected or approved by the grievant. The Employer can designate an observer, but not a lower classification Employee than top management, except a personal confidential secretary.

##### 2. Reprisals

No reprisals of any kind shall be taken by the Employer or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

##### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure.

##### 2. Level II Bypass

If the administrator designated to consider a grievance at Level II is the same administrator who will consider the grievance at Level III then the Level II process will be bypassed, and the grievance will proceed to be heard at Level III.

### 3. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Association.

### 4. Meetings and Hearing

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, the administrator's confidential secretary when asked by the administrator, and his/her designated or selected representative heretofore referred to in this ARTICLE.

### 5. Documents, Communications and Reports

All documents, communications, and reports dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## ARTICLE III

### TEMPORARY LEAVES OF ABSENCE

#### Paid Leave

As of the beginning of the 1988-89 and 1989-90 school years, employees shall be entitled to the following temporary leaves of absence with full pay each year.

#### A. Personal Leave

Employees may be allowed two (2) days per year, cumulative to four (4), to conduct personal business that could not be conducted outside the normal workday. Personal leave days may not be taken consecutively. Except for cases of emergency, the application for personal leave shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Superintendent. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity for securing prior approval may be waived by the appropriate building principal. The day immediately preceding or immediately following a legal holiday or a school vacation period, or a Friday, shall not be recognized as a personal leave day. Personal leave may not be used within eight (8) work days of the beginning and six (6) work days at the ending of the school year. The application will not require disclosure of the specific personal business requested by the Employee, unless the employee requests an exception to these limitations. Exceptions to these limitations may be made by the Superintendent at his/her sole discretion.

#### B. Jury Duty Leaves

An Employee required to serve as a juror shall receive regular wages. In order to receive payment for such duty, the Employee must submit certification of service and assign all fees, except mileage and parking allowance, received for such duty, to the district. When released from a duty during working hours in the A.M., the Employee shall report to work and work in the P. M. schedule.

#### C. Association

Up to two (2) days shall be available for representatives of the Association to attend the state delegate assembly.

#### D. Professional

The Employee may be granted professional leave upon written request to the Superintendent. Such request shall be submitted not less than ten (10) calendar days prior to the date of such leave. Notification of approval/disapproval of such leave shall not be unreasonably withheld.

E. Bereavement

An employee shall be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate" family shall include the employee's spouse, children, mother, father, sister, brother, grandchild and corresponding step- and in-law relationships.

An employee shall be allowed up to two (2) working days for each death in the extended family. The amount of leave under this category shall not exceed three (3) days per year. For purposes of this section, "extended" family shall include grandparents, aunts, uncles, nieces, and nephews, as well as corresponding in-law relationships.

The Superintendent may extend coverage and /or grant additional leave days as circumstances warrant. Such action shall not be precedent setting and is not grievable. Bereavement days may not be carried over to the next year.

In the event of the death of an Employee or student in the United Community School District, the principal or immediate supervisor of said Employee or student shall determine sufficient time and the number of Employees to attend the funeral.

F. Family Illness

Employees may be granted a maximum of four (4) days paid leave per year, cumulative to seven (7) days, for illness of the Employee's spouse, child, parent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other member of the immediate household. Such leave must be approved by the building principal, who may require such reasonable evidence as he/she desires confirming the medical necessity and who may determine the need for the Employee to be absent from duty. Leaves for family illness shall not be deducted from any accumulated sick leave.

G. Good Cause

Other temporary leaves of absences with pay may be granted in writing by the Superintendent for good reason.

H. Unpaid Leave

Other temporary leaves of absences without pay may be granted in writing by the Superintendent for good reason.

## ARTICLE IV

### SICK LEAVE

#### A. Sick Leave

Employees shall be granted leaves of absence for personal illness or injury (including pregnancy) with full pay upon the following conditions and in accordance with the following schedule:

1. Any Employee making a claim for paid sick leave in excess of four (4) consecutive working days shall provide a medical report from a doctor confirming the necessity for such a leave of absence. The Superintendent may waive the necessity for such medical report.
2. The following paid sick leave shall be allowed for consecutive years of employment:

10 days	the first year
11 days	the second year
12 days	the third year
13 days	the fourth year
14 days	the fifth year
15 days	the sixth and subsequent years
3. Unused accumulated sick leave may be carried forward up to a maximum of one hundred twenty (120) days.
4. An Employee must exhaust accumulated sick leave before being eligible for disability insurance benefits.
5. If an Employee is on an extended contract, he/she shall be entitled to one (1) additional sick leave day for each twenty (20) working days beyond the normal contract.

#### B. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the last day of each school year.

**ARTICLE V**  
**SABBATICAL LEAVES**

**A. Purpose**

A sabbatical leave without pay may be granted to an Employee by the Employer for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

**B. Conditions**

Sabbatical leave may be granted, subject to the following conditions:

1. Requests - Requests for sabbatical leave shall be received by the Superintendent in writing and in such forms as may be mutually agreed upon and action by the Employer must be taken on all such requests no later than January 31st of the school year preceding the school year for which the leave is requested.
2. Minimum Time to Qualify - The Employee has completed at least seven (7) full school years of service in the United Community School District.
3. Return - In the event that a sabbatical leave is granted, the Employee (recipient) and the Employer shall enter into a mutually agreeable individual contract relating to the return of the Employee.

## ARTICLE VI

### HEALTH

#### A. Physical Fitness - New Employees

All new Employees are required to provide evidence of physical fitness on the Physical Examination Report provided by the Employer. Said report shall be filed in the administrative office by the 15th of August preceding the school year. In the event a new Employee begins during the school year, such report shall be filed within thirty (30) days from the commencement of the initial employment.

#### B. Physical Fitness - Continuing Employees

All continuing Employees shall be required to have a physical examination every three (3) years, or as the Employer may direct, on the Physical Examination Report provided by the Employer. Up to forty (40) dollars of the cost of the examination required by the Employer shall be paid by the Employer to the Employee upon proof of cost of examination. This examination report must be filed in the administrative office of the Employer by the 15th of August preceding the school year. It is the Employer's responsibility to ascertain the need for the examination and so notify the returning Employee the 31<sup>st</sup> of January preceding the school year.



## ARTICLE VII

### EMPLOYEE WORK YEAR

#### A. In-School Work Year

1. Regular Contract - The in-school work year for Employees contracted on a ten-month basis, other than new personnel who may be required to attend an additional one (1) day of orientation, shall not exceed one hundred ninety-two (192) days.
2. Definition of In-School Work Year - The in-school year shall include days when pupils are in attendance, orientation days, and any other days on which Employees attendance is required.
3. Non-Attendance - Employee attendance shall not be required whenever student attendance is not required due to inclement weather that makes travel hazardous or on those days when physical conditions would endanger the health of the employee.

## ARTICLE VIII

### EMPLOYEE HOURS

#### A. Workday

1. Length of the Day - The arrival and departure times for all the Employees shall be determined by the Employer. However, the total in-school workday shall consist of not more than eight (8) hours. In the event of an unscheduled dismissal, on Fridays, and days immediately preceding holidays and vacation periods the Employee workday shall end ten (10) minutes after the close of the student day unless assigned a duty. In emergency situations, employees may be asked to volunteer to remain until all students have vacated the grounds. The Employees will not be penalized if they are unable to arrive at their regular starting time due to weather or road conditions.

#### B. Lunch Periods

1. Grade Level and Other - All Employees shall have a duty free lunch period of thirty (30) consecutive minutes. An Employee who has no assigned duties during his/her lunch period will be allowed to leave the building. The Employee shall note the "time-out", where he/she may be located in the event of an emergency and, upon return, note the "time-in". No Employees shall exceed the allotted lunchtime when he/she leaves the building.

#### C. Meetings

1. Faculty and Other - Employees may be required to remain after the end of the regular day without additional compensation, for the purpose of attending faculty or other professional meetings one (1) day each month, unless otherwise agreed upon by the Association and administration.
2. Evening - Employees may be required to attend three (3) evening meetings per school year without additional compensation, regardless of FTE. In addition to these three (3) meetings a teacher may be required to make a presentation to the school board without additional compensation, regardless of FTE.

#### D. Planning Time

All teachers shall have some planning time. Every effort will be made to find a substitute but in the event of an emergency, and when a substitute teacher cannot be obtained, a teacher may be requested to take over a class during his/her preparation time, on a temporary basis only. It is understood that the time before classes begin for the day or after classes have been dismissed for the day can be considered additional planning times.

## ARTICLE IX

### STAFF REDUCTION POLICY

- A. The authority for determining program(s), numbers, and assignments rests exclusively with the Employer.
- B. Classification of certified personnel are by certificate endorsement, and any Employee within the system is considered eligible for all positions for which he/she is qualified by certification.
- C. Natural attrition shall be used first in staff reduction.
- D. Staff members whose jobs are to be eliminated shall be given first consideration for in-system transfer and changes of assignment opportunities provided they qualify by certificate for the vacancy.
- E. If necessary to reduce staff in a given program or classification, all Employees working in that classification shall be considered together, and termination shall be made in reverse order of seniority - that is, the person with the least total in-district employment time as a certified teacher shall be terminated first. Seniority being defined as:
  - 1. In-district employment time as a certified teacher of the teaching profession.
  - 2. All people presently in the bargaining unit will have accrued their seniority on a full-time basis up to the beginning of the 1983-84 school year. This means regardless of whether a teacher was part-time or full-time prior to the 1983-84 school year, the teacher will be given a full year's seniority for each year of service. Beginning with the 1983-84 school year, seniority will be accrued on a pro rata basis.
- F. For all Employees being terminated, the administration and the Board of Directors shall follow all the rules of due process as prescribed in the Code of Iowa.
- G. Employees who have resigned or are terminated subject to the staff reduction policy will be accorded the following recall rights:
  - 1. That for a period of one (1) year, if an opening exists in their previously certified area, the Employer shall notify the aforementioned Employee by registered mail of such an opening. The Employee has ten (10) days from receipt of the letter to contact the Employer regarding his/her interest in the position. In the event the Employee fails to respond in the affirmative to the Employer within the ten (10) days, he/she shall forfeit all recall rights.
  - 2. An Employee who has exercised his/her recall rights shall be placed on the step of the pay schedule as they would have been prior to the reduction.

## ARTICLE X

### SAFETY

#### A. Employee Facilities

The following shall be provided each Employee, as the particular duties require, upon approval of the principal.

1. Employee Equipment - A serviceable desk, chair, and storage area for the exclusive use of the Employee.
2. Protective Devices - Protective items, upon approval of the principal shall be provided the Employee, without cost to the Employee. When items issued become lost or damaged, ordinary wear and tear excepted, through the negligent acts or omissions of the Employee, the Employee shall replace such items.

#### B. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe and hazardous conditions.

#### C. Use of Reasonable Force

An Employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary, to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self defense; and for the protection of persons or property.

## ARTICLE XI

### EVALUATION PROCEDURES

#### A. Notification

The District will, within four weeks after the start of the contract year, identify each Employee and the supervisory or contracted personnel who will be responsible for that Employee's evaluation. A supervisor shall notify the Employee of the evaluation procedures and discuss with all certified staff who will be evaluated the criteria that will be used. No formal evaluation shall take place until such orientation has been completed.

#### B. Types of Procedures

Evaluation may include both formal and informal procedures. All formal observations shall be conducted with the full knowledge of the Employee. One of the primary purposes of the evaluation procedure is to encourage the improvement of professional performance as a means of encouraging the implementation of competent educational techniques.

A Pre-Evaluation Conference will be held between the appropriate supervisor and the Employee as least two (2) days prior to the first observation so that they may discuss the following:

- \* the instrument to be used
- \* objectives of the observation (area of concentration)
- \* materials/techniques to be used

#### C. Required Observation

The classroom teaching performance of a regular full time first year and second year teacher shall be formally evaluated two (2) times during the school year. Beyond the second year, evaluation will be conducted as determined by the immediate supervisor, every third year.

#### D. Results of Evaluation and Conference

Results after each formal classroom observation shall be in writing, with a copy shared with the Employee during a conference within ten (10) school days following the observation.

During the post-observation conference, the evaluator with the Employee will discuss his/her perceptions of the observation in regards to the objectives, guidelines, techniques and materials discussed in the pre-evaluation conference. If deficiencies are noted, a plan of remediation will be discussed and included in the written evaluation. Said plan to be implemented within a reasonable period. At the completion of the conference a copy of the evaluation shall be signed by both the Employee and the evaluator confirming that the conference has been held.

Any written material resulting from an informal evaluation, which is to be included in the Employee's personnel file, shall be shown to the teacher who will sign the same confirming that a copy has been shown to him/her.

E. Response

The Employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. The Employer shall sign the reply acknowledging receipt of same.

F. Personnel File

The Employees shall have the right to review the contents of their personnel file, provided the file does not contain confidential papers.

G. Right to Grieve

If a performance based plan is implemented the following statement will take effect:

Any Employee who has been evaluated under the performance based pay plan has the right to grieve said evaluation as unfair, unjust or inaccurate through the grievance procedure under the time limits set forth in this agreement.

## ARTICLE XII

### VOLUNTARY TRANSFERS

#### A. Voluntary Transfer Procedures

1. A voluntary transfer shall be considered to be the movement of an Employee to a different building, grade level or subject area in which he/she is certified to teach and based on the request of the employee.

2. Qualifications as used through this Agreement shall include:

- a. Professional preparation
- b. Evaluations
- c. Experience and other pertinent criteria

3. Procedure

- a. The District shall post in all school buildings a list of all vacancies. The notice of a vacancy shall include the date of posting and the final date of which applications will be accepted. Such notices shall be posted in the faculty room for at least seven (7) calendar days before the final date when applications must be submitted.
- b. Employees, including those within the building where the vacancy exists, may apply in writing to the individuals designated on the vacancy notice for any posted vacancy, and all applications shall be considered. All applications shall name the vacancy for which the applicant wishes consideration.
- c. When a vacancy is filled, all applicants shall be notified in writing as soon thereafter as practical and notice of the filling of the vacancy will be posted.
- d. For positions becoming vacant during summer vacation, Employees may file a letter requesting consideration should a position open. This letter must contain the following information:

- Position desired
- Summer address
- Summer telephone number
- A self addressed envelope

Those indicating an interest in a certain position will be notified by letter sent to the summer address. A notice of these positions will be posted in the Administration Building.

- e. After an Employee has obtained a voluntary transfer, the Employee shall not be eligible for any other voluntary transfer during that school year.

## ARTICLE XIII

### INVOLUNTARY TRANSFERS

#### A. Involuntary Transfer Procedures

1. An involuntary transfer shall be considered to be the movement of an Employee to a different building, grade level or subject area in which he/she is certified to teach and not based on the request of the employee.
2. An involuntary transfer shall be made only after a meeting between Employees involved, an Association representative at the Employee's option, the Superintendent or his/her designee, and other appropriate administrative representatives. The reason for transfer shall be given to the Employees involved at the time of said meeting.
3. All Employees being considered for involuntary transfer may request in writing a voluntary transfer to any open position which request shall show the Employee's order of preference for the open positions.
4. Notice of involuntary transfer shall be given to an Employee by the last day of classes.



## ARTICLE XIV

### WAGES AND SALARIES

#### A. Schedule A

The salary of each Employee covered by the regular salary schedule is set forth in Schedule A, as applicable, which is attached hereto and made a part thereof.

In the event that Phase I and/or Phase II monies are decreased or are not received pursuant to H.F. 499, Schedule A will be completely reopened and subject to renegotiations.

#### B. Placement

Each employee shall be granted one increment or vertical step on the salary schedule as of the effective date of this Agreement and in accordance with Paragraph D below. Any Employee hired prior to the end of any school year shall be prorated to the nearest half year toward the next increment step for the following year.

#### C. New Employment Placement

Teaching experience gained prior to employment in this district will be evaluated by the administrative staff. Credit up to Step 6 of the salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment at the sole discretion of the superintendent.

#### D. Increment Advancement

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. Refer to paragraph E.

#### E. Lane Advancement

1. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.
2. In order to qualify for advancement to another lane (BA15, BA30, MA, MA15, or MA30), an Employee must acquire the semester hours after the BA was granted. The hours shall be in the Employee's teaching area, or assignment, and shall be approved in advance by the Superintendent.
3. Evidence of additional approved educational credit should be filed with the Superintendent no later than August 31 preceding the beginning of the school year. Signed notification by the teacher will be accepted as evidence until their transcript arrives.

F. Single Year Movement

The Employees that qualify under Paragraphs D and E above will move on Schedule A in a single year in the following manner: over to the educational lane earned and down one vertical step.

G. Method of Payment

1. Pay Periods - Each Employee shall be paid in twelve (12) equal installments. The check will be mailed by the fifteenth (15) of each month. Employees shall receive their checks at their regular school building on regular school days.
2. Exceptions - When a pay date falls on/or during a school holiday, vacation, or weekend, Employees shall receive their paychecks on the previous workday.
3. Summer Checks - Summer checks, other than for summer school teachers, shall be mailed to the address designated by the Employee.

H. Contract Length

All salaries as determined by this Agreement shall cover the full school term for the contract year as established by the Board of Education, including all legal holidays, institute days, and including the pre-school conference days and teacher work days. The salary represents payment for 187 teaching days and 5 paid holidays, as was covered by the 2004-05 salary schedule. If additional days are added for 2005-2006 the days shall be paid per diem as extended contract days.

If the Legislature does not provide sufficient funding to compensate teachers on a per diem basis for any additional days which are added to the school year, then the parties agree that the compensation for any additional day(s) shall be subject to negotiation, including all steps of Chapter 20, Code of Iowa.

I. Payroll Deductions

Upon the appropriate written authorization from the Employee by August 31 preceding the beginning of the school year, the Employer shall deduct from the salary of any Employee and make appropriate remittance for Association dues, annuities, credit unions, or any other programs jointly agreed upon by the Association and the Employer.

J. Resignations

No resignations will be accepted until a replacement has been secured and no teacher will be released except by action of the Employer. Any teacher granted a release may be required to pay replacement costs as set forth in Board Policy 407.2 (Resigning teachers may be required, at the discretion of the Board, to reimburse the school district up to \$500.00 for expenses incurred to hire the replacement teacher).

## ARTICLE XV

### INSURANCE

- A. For new employees effective the 2001-02 school year, each Fulltime Employee shall be covered by a health and major medical program paid for by the Employer. Non fulltime employees will be offered insurance with the employer's cost prorated per the employee's FTE. The employee is responsible for the cost difference. Current employees will be eligible for the same coverage as the previous year. Each Employee shall be entitled to select his/her option from "B." below. The Employer will pay the cost of the single plan plus \$80.00 cash per month minus FICA/IPERS to all employees.

B. Cafeteria Plan - Health and Major Medical

Each Employee eligible for district paid health insurance shall be offered the opportunity to participate in one of the options set forth below. The employee shall select their health insurance option annually by June 1.

1. The school will provide a single PPO – Preferred Provider Organization – plan for all individuals.
2. A family plan is available to all employees with the employee being responsible for the additional cost.

The district may refuse an individual's election of opting out of coverage in order to meet an insurance carrier's minimum group size requirement. Determination made for this purpose shall be on the basis of seniority. Seniority shall be determined by total years eligible for health insurance coverage as a district employee.

Employees who were approved to opt out prior to the 04-05 school year will receive the amount of the approved benefit plan in addition to their monthly salary (less FICA and IPERS).

Those employees who were approved to opt out prior to the 04-05 school year will not be eligible to enroll until the next annual enrollment period. Also, the annual enrollment application may include a medical questionnaire as required by the insurance company.

C. Life and Accidental Death

Each Employee shall be covered by a term life insurance program paid for by the Employer that provides a minimum death benefit of \$5,000.00, double for accidental death.

D. Disability

Each Employee shall be covered by the existing long-term disability insurance program paid for by the Employer.

E. Coverage

The Employer provided insurance program shall be for the duration of employment with coverage to begin on the first of the month following employment. Coverage shall terminate at the end of the month in which employment ceases.

F. Description

The Employer shall provide each Employee a description of the insurance coverage provided herein within thirty (30) days of the beginning of the school year or employment, which shall include a clear description of conditions and limits of coverage as provided above. The Employer will be responsible for providing insurance information in the form of applications and enrollment meetings.

G. Continuation

Employees on unpaid leave for one month or longer shall have the option to continue any or all of the Employer paid programs by paying the premiums themselves to the Employer as approved by the Employer and the company unless otherwise provided by law.

In the event that an Employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

H. All insurance provided by the Employer to the Employee are subject to the insurance companies regulations including wellness and mandatory pre-authorization programs. The present insurance coverage shall be maintained.

Schedule A  
(For Hiring and Lane Changes)  
2006-07  
Base \$23,450

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
1	23,450.00	24,388.00	25,326.00	26,264.00	27,202.00	28,140.00
2	24,388.00	25,326.00	26,264.00	27,202.00	28,140.00	29,078.00
3	25,326.00	26,264.00	27,202.00	28,140.00	29,078.00	30,016.00
4	26,264.00	27,202.00	28,140.00	29,078.00	30,016.00	30,954.00
5	27,202.00	28,140.00	29,078.00	30,016.00	30,954.00	31,892.00
6	28,140.00	29,078.00	30,016.00	30,954.00	31,892.00	32,830.00
7	29,078.00	30,016.00	30,954.00	31,892.00	32,830.00	33,768.00
8	30,016.00	30,954.00	31,892.00	32,830.00	33,768.00	34,706.00
9	30,954.00	31,892.00	32,830.00	33,768.00	34,706.00	35,644.00
10	31,892.00	32,830.00	33,768.00	34,706.00	35,644.00	36,582.00
11	32,830.00	33,768.00	34,706.00	35,644.00	36,582.00	37,520.00
12	33,768.00	34,706.00	35,644.00	36,582.00	37,520.00	38,458.00
13	34,706.00	35,644.00	36,582.00	37,520.00	38,458.00	39,396.00
14	35,644.00	36,582.00	37,520.00	38,458.00	39,396.00	40,334.00
15	36,582.00	37,520.00	38,458.00	39,396.00	40,334.00	41,272.00
16	37,520.00	38,458.00	39,396.00	40,334.00	41,272.00	42,210.00
17	38,458.00	39,396.00	40,334.00	41,272.00	42,210.00	43,148.00
18	39,396.00	40,334.00	41,272.00	42,210.00	43,148.00	44,086.00
19	40,334.00	41,272.00	42,210.00	43,148.00	44,086.00	45,024.00
20	41,272.00	42,210.00	43,148.00	44,086.00	45,024.00	45,962.00
21	42,210.00	43,148.00	44,086.00	45,024.00	45,962.00	46,900.00
CI	42,670.00	43,608.00	44,546.00	45,484.00	46,422.00	47,360.00

CI= Career Increment

CI=Step 21 of each lane plus 460

Career Increment will increase by 10% every person's 5th year.

# SCHEDULE A.A

(For Hiring and Lane Changes)

2005-06

Index Values

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
1	1.00	1.04	1.08	1.12	1.16	1.20
2	1.04	1.08	1.12	1.16	1.20	1.24
3	1.08	1.12	1.16	1.20	1.24	1.28
4	1.12	1.16	1.20	1.24	1.28	1.32
5	1.16	1.20	1.24	1.28	1.32	1.36
6	1.20	1.24	1.28	1.32	1.36	1.40
7	1.24	1.28	1.32	1.36	1.40	1.44
8	1.28	1.32	1.36	1.40	1.44	1.48
9	1.32	1.36	1.40	1.44	1.48	1.52
10	1.36	1.40	1.44	1.48	1.52	1.56
11	1.40	1.44	1.48	1.52	1.56	1.60
12	1.44	1.48	1.52	1.56	1.60	1.64
13	1.48	1.52	1.56	1.60	1.64	1.68
14	1.52	1.56	1.60	1.64	1.68	1.72
15	1.56	1.60	1.64	1.68	1.72	1.76
16	1.60	1.64	1.68	1.72	1.76	1.80
17	1.64	1.68	1.72	1.76	1.80	1.84
18	1.68	1.72	1.76	1.80	1.84	1.88
19	1.72	1.76	1.80	1.84	1.88	1.92
20	1.76	1.80	1.84	1.88	1.92	1.96
21	1.80	1.84	1.88	1.92	1.96	2.00
CI	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00

CI-Career Increment

## SCHEDULE B

### Special Stipends

Assignments to be made by the Administrative Team

Lead Teacher	\$500.00 per year
Building Assistance Team Chair	\$500.00 per year
Building Assistance Team Member	\$250.00 per year

School Improvement and/or Curriculum Work                      \$ 20.00 per hour

### Extended Contract Hours

Employee extended hours will be paid at the rate of one-eighth ( $1/8^{\text{th}}$ ) of their regular per diem pay. All extended hours must be pre-approved by the Superintendent.

**SCHEDULE C**  
**GRIEVANCE REPORT**

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_ School District

Distribution of Form

\_\_\_\_\_ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_  
Name of Aggrieved Person

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violation \_\_\_\_\_

C. Statement of Grievance\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Remedy Requested\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal  
or  
Immediate Supervisor

\_\_\_\_\_  
Date



**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee - Date

**LEVEL IV**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration    Date Received by Arbitrator

C. Disposition and Award of Arbitrator\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Grievance

\*If additional space is needed, attach additional sheets.

NOTE: All provision of ARTICLE I of the Agreement, Date \_\_\_\_\_, 20\_\_\_\_, shall be strictly observed in the settlement of grievances.